



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Consider Resolution authorizing the City Manager to enter into: 1) a Blue Shield/Reynolds Ranch Annexation Application Reimbursement Agreement; and 2) a contract with Willdan to provide engineering/planning support services for a General Plan Amendment, Pre-Zoning, Master Plan/Development Plan, Annexation, and Environmental Impact Report for an approximate 220 acre area up to a half mile south of Harney Lane between State Route 99 and the Union Pacific Railroad for a 20 acre Blue Shield office, an approximate 41 acre regional/community shopping center and approximately 134 acres of residential uses at a variety of densities and types with a potential 10 acre school site, 29 acres of open space and a 1 acre fire station.

**MEETING DATE:** January 18, 2006

**PREPARED BY:** Randy Hatch, Community Development Director

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**RECOMMENDED ACTION:** Consider Resolution authorizing the City Manager to enter into 1) a Blue Shield/Reynolds Ranch Annexation Application Reimbursement Agreement; and 2) a contract with Willdan to provide engineering/planning support services for a General Plan Amendment, Pre-Zoning, Master Plan/Development Plan, Annexation, and Environmental Impact Report for an approximate 220 acre area up to a half mile south of Harney Lane between State Route 99 and the Union Pacific Railroad.

**BACKGROUND INFORMATION:** The current General Plan designates the area one half mile south of Harney Lane between State Route 99 and just west of Lower Sacramento Road as Planned Residential Reserve (PRR). According to the General Plan, these PRR areas "are well suited for residential development, but are not expected to develop within the time frame of the General Plan 2007." The City is now at the end of the time frame of the General Plan 2007. The process to prepare an updated General Plan has begun. The first expected development as part of this proposal (Blue Shield office) is projected to start construction in fall 2006 with completion in summer-fall 2007, complying with the time frame of the current General Plan. The City, therefore, is now at the point that the current General Plan expected development to be considered for this area. Further, this geographic area is within the LAFCO approved "Sphere of Influence" which is a necessary pre-condition to consider annexation and development.

**REQUEST:** The Developer requests that the City Council authorize the City Manager to enter into two agreements to allow the Blue Shield/Reynolds Ranch proposal to be evaluated for possible approval. The major steps being requested are: a General Plan Amendment; Pre-Zoning; Master Plan for the entire 220 acre area covering general land uses and basic infrastructure planning for roads, sewer, water, drainage, utilities, etc.; Development Plan for the office, retail, and fire station portion of the proposal; annexation of the entire 220 acre site; and an Environmental Impact Report. Should Council approve this agreement the development agreement for this proposal would be prepared and submitted for consideration shortly. A development plan for the residential, park and potential school uses will be

APPROVED: \_\_\_\_\_

Blair King, City Manager

prepared and submitted as a separate subsequent proposal for consideration. A summary fact sheet and a project description with project site map is attached.

The proposed Reimbursement Agreement and proposal from Willdan to provide engineering and support services for this project are attached. Staff has been in discussions with the project applicant about this proposal and has determined that given the scope, detail and time frame consultant assistance **is** required to provide a thorough, complete and professional review and evaluation of this proposal. Staff requested proposals for such assistance from four qualified consultant firms. Two responsive proposals were received and staff found Willdan's proposal to be the most complete and thorough and at the lowest cost (\$323,400.00).

Staff has negotiated the proposed reimbursement agreement with the applicant. This agreement will assure the applicant pays for the full costs of processing and evaluating the proposed project. Costs to be paid for by the applicant include Willdan's fees for services, all City application fees, LAFCO fees, payment for time devoted by staff in the Community Development, Public Works, and City Attorney offices as well as required notices, postings, maps, etc.

**GENERAL PLAN UPDATE:** The City is at the beginning of the General Plan update. Staff is of the opinion based on Council discussion and the work of the Greenbelt Task Force, that the area one half mile south of Harney Lane between State Route 99 and just west of Lower Sacramento Road represents the final developable area on the City's southern side. This proposed development would not conflict with that effort and, in fact, would define how the City's southern development would interface with the expected greenbelt/community separator area. This could be achieved through the use of Site Plan Design, infrastructure planning, architecture, greenbelt separators and open space. Staff would suggest that the area south of Harney Lane between State Route 99 and just west of Lower Sacramento Road is somewhat defined in terms of broad policy direction and therefore is the only area outside the City limits that staff would support planning studies be undertaken prior to the completion of the General Plan Update.

**IMPLICATIONS OF COUNCIL APPROVAL/NEXT STEPS:** Council approval to authorize the City Manager to execute the Reimbursement Agreement and contract with Willdan does not commit the Council to approve the requested project. Council authorization for the Reimbursement Agreement and consultant contract does direct staff to begin the process to evaluate the proposal and does represent a commitment of staff time to coordinate and evaluate the work of Willdan in its review and evaluation of this proposed project. The Council continues to have full opportunity to deny or approve the project at the subsequent Council Public Hearings. If Council does authorize the execution of the Reimbursement Agreement and contract with Willdan, on January 18, 2006 staff will move forward immediately on the project. To meet the timeline, staff expects to release the Notice of Preparation (NOP) of an EIR on Friday January 20, 2006.

**FISCAL IMPACT:** All costs associated with this proposal will be paid by the applicant. There will be no impact to the General Fund. Staff will closely track expenses and time to fully reimburse the City. Some of the work done as part of this project is expected to feed into the City's efforts on its General Plan Update.

**FUNDING AVAILABLE:** None required

  
Ruby Paiste, Interim Finance Director

  
Randy Hatch  
Community Development Director

## **Blue Shield/Reynolds Ranch Project**

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### **Office (Blue Shield):**

Acreage: Approximately 20 Ac

#### Size of Building:

Sq. Ft.: 160,000 square feet initially and 200,000 sq. ft. over time. They are also considering getting entitlements to build an additional 250,000 sq. ft. of office space for a total of 450,000 sq. ft.

Height and stories:	Blue Shield Bldg. = 2 Stories
Comparison for Building Size:	Blue Shield Footprint expected to be approximately 75,000 - 100,000 square feet

Photo of the El Dorado Hills facility: See Attached

Number of Blue Shield Employees (and in what phases): Phase I - 1,000  
Phase II - 600  
Total: 1,600

Wage ranges for the jobs: Average wage is approximately \$12.00

Estimated construction/development costs: Building construction approximately \$150/square foot - approximately \$22,500,000 - 30,000,000

Annual property tax based upon 18% of the 1% of assessed valuation:  
\$40,500 - \$54,000

### **Commercial:**

Acreage: Approximately 41 acres

Number of Buildings: One 100,000 square foot building and one 150,000 square foot building each on its own 20+ acre parcel

Major tenants not in the Lodi Market: Costco, Home Depot, Kohls

Estimated construction/development costs for typical tilt up constructions: \$60 / sq. ft.  
100,000 sq. ft. bldg. = 6,000,000 150,000 sq. ft. bldg. = 9,000,000

Annual property tax based upon 18% of the 1% of assessed valuation:  
100,000 sq. ft. bldg. = \$10,800 150,000 sq. ft. bldg. = \$16,200

Sales Tax: Sales Tax will range between \$300,000 - \$500,000 annually per major tenant depending upon tenant. Two major tenants will produce approximately \$600,000 - \$1 million annually, plus up to \$500,000 annually from additional out pads.

### **Residential:**

Acreage: 140+ acres of residential including park and public uses

Possible number of housing units:

Senior High Density	3 Ac. @ 20.1-30 du/ac. = Approximately 51 - 76 Dwelling Units (Without any density bonuses)
Senior Medium Density:	12 Ac. @ 7.1-20 du/ac. = Approximately 73 - 204 Dwelling Units (Without any density bonuses)
High Density Residential:	8 Ac. @ 20.1-30 du/ac. = Approximately 12 - 204 Dwelling Units
Medium Density Residential:	35.5 Ac. @ 7.1-20 du/ac. = Approximately 214 - 603 Dwelling Units
Low Density Residential:	75.5 Ac. @ 1-7.0 du/ac. = Approximately 64 - 449 Dwelling Units

School: 10 acre site

Park: 6 acres

Fire Station: 1

# **PROJECT DESCRIPTION**

The project involves the creation of a Development Plan of approximately 60 acres within a larger infrastructure Master Plan of approximately 220 acres all within the southeast section of the City of Lodi's Sphere of Influence. As the attached map describes, the entire project boundary is bordered by the State Route 99 to the east, the Union Pacific Rail Road to the west, Harney Lane to the North, and the property line that runs parallel and approximately 637 feet north of Scottsdale Road to the South.

The Master Plan entails approximately 140+ acres of residential including park and public uses, 20+ acres of office, and 40+ acres of retail use. It is anticipated the Master Plan will focus primarily on infrastructure needs to serve land uses proposed in the 60-acre project area and projected by the General Plan for the remaining 160 acres. The Development Plan will study only the office and retail uses totaling 60+ acres. The office use is anticipated to be approximately a 200,000 square foot multi-story building on a 20+ acre site employing a total of 1,600 employees at full capacity. The office user is anticipated to be a single owner-occupied corporation operating back office services and a large call center with an expected parking need of 900+ spaces in two shifts. The retail component is proposed to consist of one 100,000 square foot building and one 150,000 square foot building each on its own 20+ acre parcel. Therefore, the City is looking for a Program Level analysis for the Master Plan and Project Level analysis for the Development Plan.

The entire project area is outside the current City boundaries but within the Planned Residential Reserve designation of the General Plan and within the Sphere of Influence. The following tasks are anticipated for the respective plans:

## **General Plan Amendment**

Program Level Infrastructure Master Plan for 220+ Acres focusing primarily on:

- Traffic
- Utilities Infrastructure (Water, Sewer, and Storm Water Drainage)
- Public Safety (specifically there is a definite need for an additional fire station)

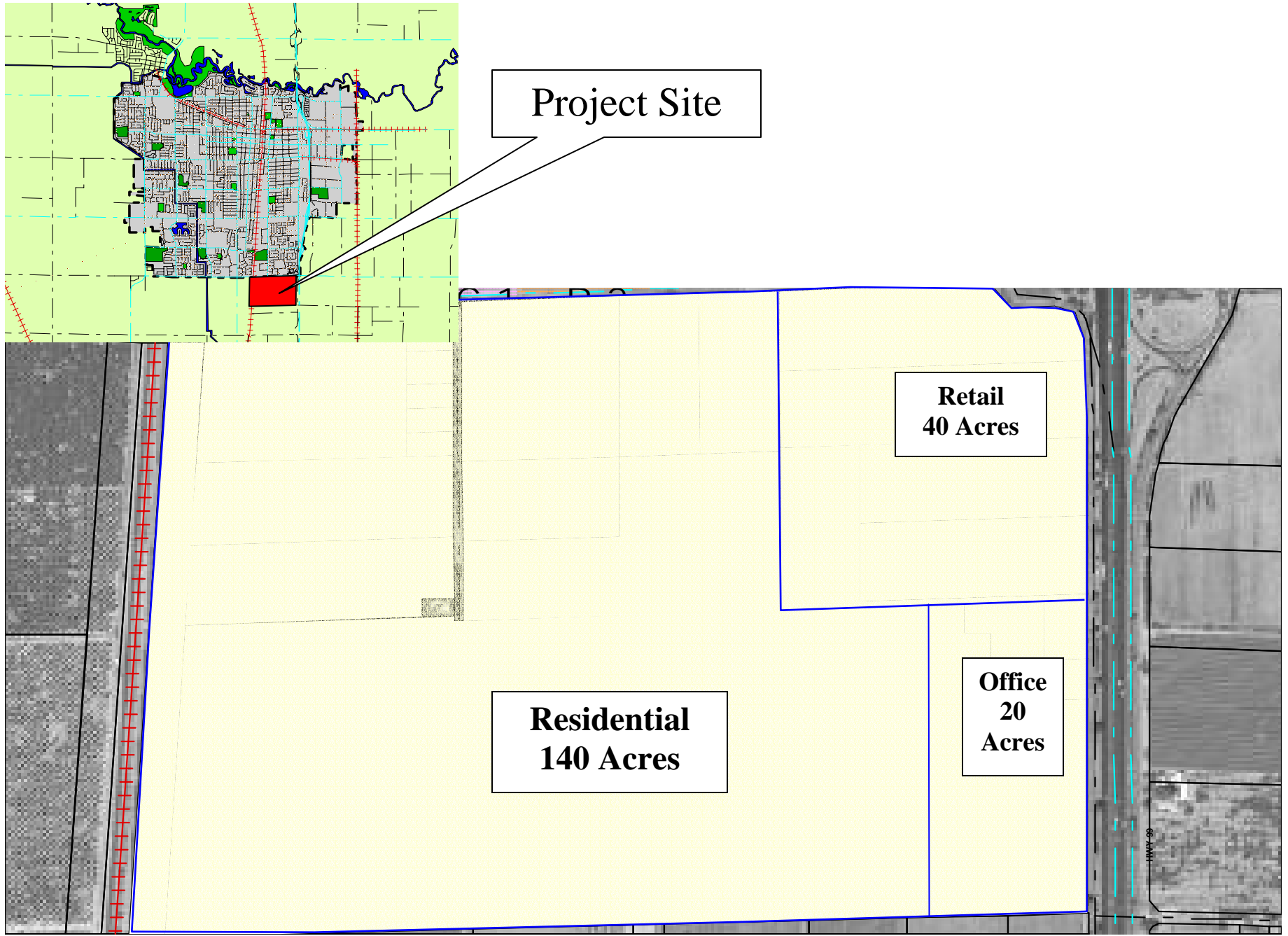
Project Level Development Plan for 60+ Acres

- Pre-Zoning Designation
- Annexation
- Site Planning
- Architectural Review

## **EIR**

- Program level for Master Plan
- Project level for Development Plan

The City is looking for a consultant that will facilitate the entire process which includes but is not limited to the preparation of necessary minutes, presentations, staff reports, technical studies, required public notices, attend all public meetings, and see the entire process until all the necessary planning entitlements are in place and the land is annexed into the City Limits.



## **BLUE SHIELD/REYNOLDS RANCH ANNEXATION APPLICATION REIMBURSEMENT AGREEMENT**

This Agreement is made by and between the City of Lodi, a municipal corporation, hereafter referred to as "**CITY**", San Joaquin Valley Land Company, LLC, a California limited liability company, hereafter referred to as "**DEVELOPER**" and Blue Shield of California Life & Health Insurance Company, a California corporation., hereafter referred to as "**Blue Shield**".

### **RECITALS**

A. DEVELOPER wishes to seek the annexation of certain real property to the City of Lodi, for the purpose of future development. DEVELOPER is in negotiations with Blue Shield for the location of its two phase 1600 employee national call center. CITY intends to provide thorough, complete, and professional review of DEVELOPER's various land use applications. In order to provide such thorough, complete, and professional review, City intends to supplement its existing staff with qualified adjunct staff secured via a consultant services agreement. DEVELOPER agrees to reimburse CITY for all its expenses related to the thorough, complete, and professional review of DEVELOPER's various land use applications including but not limited to contracting with outside vendors as provided in this Agreement.

B. The property proposed for annexation is shown on **Exhibit "A"** which is attached hereto and incorporated herein by this reference (the "**Property**").

C. State Annexation Laws and City policies and procedures require the preparation of a comprehensive area-wide plan for all the area proposed for annexation as currently proposed and as planned for the future. CITY seeks to obtain said comprehensive area-wide plan via a program level Master Plan and a specific project level Development Plan.

D. Said Plans will require an Environmental Impact Report ("**EIR**") to determine the environmental impact, if any, of the proposed Master Plan and Development Plan.

E. The parties contemplate that they may enter into a later Development Agreement regarding the construction of the Project pursuant to the authorities set forth in Government Code Section 65864 et seq. However, the parties acknowledge that this agreement is not a development agreement, and does not commit them to enter into a development agreement at some later date or provide any land use entitlements.

F. CITY's policies and procedures require that DEVELOPER bear the full cost of processing the annexation application, including preparation of Master Plan and Development Plan, all environmental assessment work and documentation, all payment

of CITY and LAFCO application fees, all City staff time associated with the processing of the application, and all outside consultant services required for the processing of the application. Subsequent preparation of a development agreement and the costs associated therewith are not included in this Agreement.

G. The total estimated fees and costs for the processing of the application are \$476,000.00. The fees listed herein are estimates. Should the actual fees and costs exceed the estimates, DEVELOPER shall pay the difference. Likewise should the actual costs be less than the estimated costs, DEVELOPER's obligation shall be reduced accordingly.

H. CITY is willing to reimburse DEVELOPER for that portion of the costs paid by DEVELOPER which represents the proportionate share of such costs which benefit property not owned by DEVELOPER but included in the Master Plan area to the extent that CITY is able to establish and impose an area of benefit assessment on the benefited property. Said reimbursement will be the subject of a separate agreement in which CITY will make reimbursement payments to DEVELOPER from assessments against the other benefited properties at the time such properties develop.

I. The Parties further acknowledge that the California Fair Political Practices Act requires that DEVELOPER have no direction or control over the response times, selection, supervision, activities, recommendations or decisions of the Contract Planner.

J. Blue Shield is executing this Agreement for the purpose of evidencing its current intention to enter into an agreement for the purchase of an approximately 20 acre portion of the Property for development of an approximately 200,000 square foot call center.

NOW THEREFORE in consideration of the mutual covenants made herein, the parties agree as follows:

1. Recitals True and Correct. The parties agree that the "**RECITALS**" contained hereinabove are true and correct.

2. Expense Reimbursement. CITY will engage outside vendors and in-house staff in its sole discretion to perform the legal, environmental and planning services necessary for the Project. DEVELOPER will reimburse CITY for all in-house and outside costs associated with the Project. The fees listed herein are estimates. Should the actual fees and costs exceed the estimates, DEVELOPER shall pay the difference. Likewise should the actual costs be less than the estimated costs, DEVELOPER'S obligation shall be reduced accordingly.

3. DEVELOPER'S Cooperation. DEVELOPER will cooperate with CITY in performing the legal, environmental and planning work required of the CITY to advance the Project.

4. DEVELOPER'S Deposit. Upon execution of the Agreement, DEVELOPER shall deposit \$60,000.00 cash (or other equivalent security in a form

approved by the City Manager) with CITY. CITY will hold the deposit and charge invoices received and in-house expenses incurred against the deposit. In the event that the deposit is drawn down to a balance of less than \$20,000.00, DEVELOPER shall deposit additional funds to maintain an evergreen balance of at least \$20,000.00 ("**Evergreen Deposit**"). DEVELOPER shall deposit the Evergreen Deposit within 15 days of receiving notice from CITY. In the event that funds remain on deposit at the conclusion of the services contemplated by this Agreement; they shall be refunded to DEVELOPER. The deposit shall earn interest at the LAIF rate. Interest shall be credited back to the Evergreen Account and only refunded if a positive balance remains at the conclusion of the project.

5. Blue Shield Decision Date. On or before the date 30 days after the date this Agreement is fully executed (the "**Blue Shield Decision Date**") Blue Shield shall notify CITY and DEVELOPER whether Blue Shield intends to pursue its purchase of a portion of the Property to the exclusion of other possible sites in the Stockton/Lodi area ("**Blue Shield Affirmative Decision**").

6. Blue Shield/DEVELOPER Agreement. Blue Shield and DEVELOPER intend to promptly negotiate the terms of an Agreement of Purchase and Sale (the "**Purchase Agreement**"), pursuant to which Blue Shield will purchase an approximately 20 acre portion of the Property for development of an approximately 200,000 square foot call center.

7. Termination of Agreement.

a. Based on Blue Shield Decision Date. If Blue Shield does not deliver the Blue Shield Affirmative Decision by the Blue Shield Decision Date, then, on or before the date 15 days after the Blue Shield Decision Date, DEVELOPER shall terminate this Agreement by delivering notice to CITY, in which case CITY shall refund to DEVELOPER any unused funds previously deposited by DEVELOPER

b. Termination after Blue Shield Decision Date. If after the Blue Shield Decision Date, Blue Shield fails to enter into the Purchase Agreement or terminates the Purchase Agreement, then DEVELOPER may terminate this Agreement by delivering notice to CITY, in which case CITY shall refund to DEVELOPER any unused funds previously deposited by DEVELOPER.

c. Post Termination Work. Notwithstanding the provisions of Section 7(a) and (b), DEVELOPER may request that, after DEVELOPER has delivered notice of termination, CITY complete work in progress as identified by DEVELOPER. DEVELOPER shall reimburse CITY for the costs of completion of the identified work.

8. Payment of Costs Not Contingent on Project Approval/No Entitlements Granted. The payment of the fees and costs identified herein is not contingent upon the approval of the proposed annexation. DEVELOPER understands that the proposed annexation requires the approval of LAFCO and the Lodi City Council. DEVELOPER fully accepts all risks associated with the approval process. Nothing in this Agreement

shall provide DEVELOPER with any right to secure approval of any development plan or other entitlement. In addition, DEVELOPER agrees that it will have no rights to select the Contract Planner; or direct the work, response times, recommendations or approvals of the Contract Planner.

9. DEVELOPER'S Failure to Pay. Should DEVELOPER fail to make any of the payments in the amounts and at the times stated in the Section 4 of this Agreement, CITY may, at its option, stop all further work on the project and not proceed until the sums due are paid. Should DEVELOPER abandon the project, DEVELOPER shall be responsible for the payment to CITY of all fees and costs incurred by CITY at the time the project is abandoned, including such fees and costs for all work in progress but not yet billed to CITY by its contract consultants.

10. No Damages for Delay. CITY, its officers, agents, or employees shall not be responsible or liable to DEVELOPER for any damages of any type or description which may result from any delays associated with the processing of the project whether caused by the negligence of CITY, its officers, agents, employees, or otherwise.

11. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Joaquin, State of California, or any other appropriate court in such county, and DEVELOPER covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

12. Waiver. No delay or omission in the exercise of the right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party or any default must be in writing and shall not be a waiver of any other default concerning the same and any other provision of this Agreement.

13. Attorney Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

14. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

15. Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

16. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its validity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

17. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

18. Indemnification, Defense and Hold Harmless.

a. DEVELOPER agrees to and shall indemnify, defend and hold CITY, its council members, officers, agents, employees and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from CITY's hiring of a Contract Planner and the service provided thereby.

b. DEVELOPER's obligation under this section to indemnify, defend and hold harmless CITY, its council members, officers, agents, employees, and representatives shall not extend to liability for damage or claims for damage arising out of the sole negligence or willful act of CITY, its council members, officers, agents, employees or representatives. In addition, DEVELOPER's obligation shall not extend to any award of punitive damages against CITY resulting from the conduct of CITY, its council members, officers, agents, employees or representatives.

c. With respect to any action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement, DEVELOPER further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either CITY or plaintiff(s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for CITY in any such action.

**SIGNATURES FOLLOW ON NEXT PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

THE CITY OF LODI, a municipal corporation

By: \_\_\_\_\_  
Susan Blackston, City Clerk

By: \_\_\_\_\_  
Blair King, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

**DEVELOPER:**

SAN JOAQUIN VALLEY LAND  
COMPANY, LLC, a California limited  
liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**--AND--**

**BLUE SHIELD:**

BLUE SHIELD OF CALIFORNIA LIFE  
& HEALTH INSURANCE COMPANY, a  
California corporation

By:\_\_\_\_\_

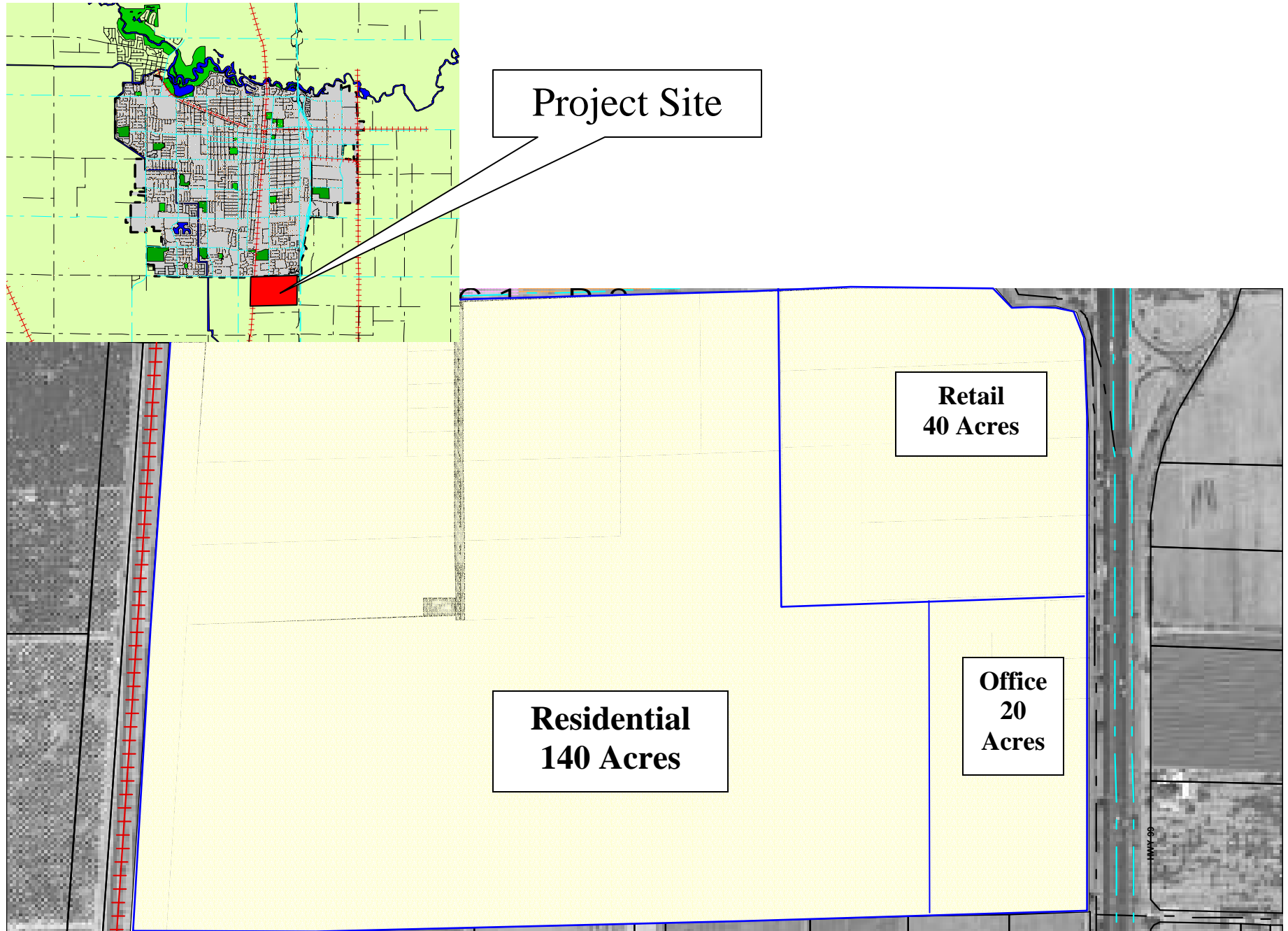
Name:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A  
MASTER PLAN AND ANNEXATION AREA





November 14, 2005

Mr. Peter Pirnejad  
Planning Manager  
City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

Subject: Proposal to Provide Engineering/Planning Support Services for a General Plan Amendment, Master Plan/Development Plan and Environmental Impact Report for a 220-Acre Area Located Within the City of Lodi Sphere of Influence

Dear Mr. Pirnejad:

Willdan is pleased to present this proposal to provide engineering and planning services in support of a proposed General Plan Amendment, Master Plan/Development Plan, and Environmental Impact Report (EIR) for a 220-acre area located within the City of Lodi's Sphere of Influence. In general, Willdan will perform the scope of work as outlined in your Request for Proposal (RFP), which was received by our office on November 10, 2005.

The requested services are comprised of four **(4)** key elements as noted below:

I. Entitlement Processing

The entire project area is located outside of the corporate limits of the City of Lodi; however, it is located within the Planned Residential Reserve designation of the General Plan and within the City's Sphere of Influence. The Master Plan envisions office and retail uses in addition to residential uses, thus requiring an amendment to the City's General Plan to accommodate the uses called out in the Master Plan. Willdan will assist the City in processing the General Plan Amendment and annexation as well as conducting architectural and design review for the project. Willdan, as an extension of City staff, will perform all tasks associated with entitlement processing, including preparation of notices, staff reports, and meeting minutes and making presentation at all required public meetings/hearings.

II. Develop Program Level Infrastructure Master Plan (220 Acres)

The Master Plan will address the future infrastructure needs of the area as a whole, as well as infrastructure needed to serve land uses proposed in the 60-acre project area which would be developed with office/retail land uses and be subject to a more precise Development Plan. Primary to this task will be to develop an Infrastructure Master Plan, which addresses the traffic, utilities, and public safety needs of the area. Therefore, a program level analysis of infrastructure needs will be developed for the Master Plan area, including an in-depth needs assessment for traffic, circulation, water, sewer, and storm water drainage. The plan will also address the potential need for increased fire prevention services for the area. Willdan civil engineers, traffic engineers, and other support personnel will work with City staff in developing the Infrastructure Master Plan.

III. Develop Project Level Development Plan (60 Acres)

November 14, 2005

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A 60+ acres portion of the Master Plan area will require the development of a Project Level Development Plan to address future office and retail uses. These uses would be principally located on the eastern portion of the Plan area, adjacent to State Route 99. This work task would include preparing site-specific development guides for the office/retail areas, and providing design guidelines, which establish architectural criteria for the future development of these uses.

#### IV. Prepare Environmental Impact Report

Finally, Willdan will prepare an Environmental Impact Report (EIR) for the Master Plan Area that analyzes impacts of the Development Plan at the project level and the Master Plan at the program level. Our work would include all facets of EIR preparation and processing from preparation of an Initial Study and issuance of the Notice of Preparation (NOP) through filing the Notice of Determination (NOD). In preparing the EIR, Willdan will analyze project impacts and suggest mitigation measures as necessary to alleviate potentially significant impacts, such as the payment of agricultural mitigation fees to offset the potential loss of commercially productive agricultural land. Willdan planning and environmental staff will assume responsibility for this portion of the work program with assistance by Willdan civil and traffic engineers, and outside technical specialists as required.

The short timeframe required to respond to this Request for Proposals and the nature of the work does not allow for a precise development of a fee proposal for the proposed work at this time. However, we have provided on the enclosed spreadsheet an estimate of anticipated time-and-materials costs per task, which include travel and other miscellaneous costs and reproduction expenses. All work will be performed utilizing Willdan's standard Schedule of Hourly Rates, which is attached. For budgetary purposes only, the estimated fee is \$323,400.00.

The following Willdan team will be assigned to this project. Resumes are enclosed for your reference.

Project Manager	Robert Blaser, P.E.
Deputy Project Manager	Albert V. Warot
Project Engineer Civil Review	Ken Rukavina, P.E.
Project Engineer Traffic Review	Erik Zandvliet, P.E.
Project Manager Traffic Support	Lew Gluesing, P.E.
Project Planner, Master Plan/Project Plan	Dean Sherer, AICP
Project Planner, CEQA Documentation	John Bellas

In addition to these in-house personnel, the following technical specialists would likely be utilized in assisting with preparation of the EIR:

Noise and Air Quality: Giroux & Associates  
Biological Resources: Live Oak Associates  
Hazardous Materials: Phase One, Inc.  
Economic Impact/Urban Decay Analysis: CBRE/Sedway or Keyser Marston Associates

A tentative time schedule for completing the tasks described above is attached.

If you have any questions, please contact Mr. Robert Blaser at (916) 924-7000.

Respectfully submitted,

November 14, 2005  
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WILLDAN

Robert Blaser, P.E.  
Senior Vice President

Enclosure

DS:mh  
95610-05\06-190\P05-221

RESOLUTION NO. 2006-21

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE BLUE SHIELD/REYNOLDS  
RANCH ANNEXATION APPLICATION REIMBURSEMENT  
AGREEMENT, AND FURTHER AUTHORIZING THE CITY  
MANAGER TO EXECUTE CONTRACT WITH WILLDAN  
ENGINEERING/PLANNING SUPPORT SERVICES

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into a Blue Shield/Reynolds Ranch Annexation Application Reimbursement Agreement; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract with Willdan to provide engineering/planning support services for a General Plan Amendment, Pre-Zoning, Master Plan/Development Plan, Annexation, and Environmental Impact Report for an approximate 220-acre area up to a half mile south of Harney Lane between State Route 99 and the Union Pacific Railroad, and an approximate 41-acre regional/community shopping center and approximately **134** acres of residential uses at a variety of densities and types with a potential 10-acre school site, 29 acres of open space, and a 1-acre fire station.

Dated: January 18, 2006

I hereby certify that Resolution No. 2006-21 was passed and adopted by the Lodi City Council in a regular meeting held January 18, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, and Johnson

NOES: COUNCIL MEMBERS – Mounce and Mayor Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk

**From:** Susan Hitchcock - Comcast  
**Sent:** Wednesday, January 18, 2006 12:10 AM  
**To:** City Council  
**Cc:** Steve Schwabauer; Susan Blackston; Blair King  
**Subject:** FW: Blue Shield Project



**Blue Shield  
Project**

Council Colleagues,

Please see attached for your information.  
Susan

----- Forwarded Message: -----

From: susanhitchcock@comcast.net (Susan Hitchcock)  
To: rich\_hanner@lodinews.com (Rich Hanner)  
Subject: Blue Shield Project  
Date: Tue, 17 Jan 2006 07:27:58 +0000

> Rich,  
> I have read both your thoughtful editorial on the Blue Shield project  
> and Dale  
> , Gillespie's response and request: equal time. Would you please consider running  
> in Wednesday's paper the attached, "The General Plan Should Be Shaped by the  
> Public's Vision -- Not by the Council's Approval of Premature Development  
> Plans?"  
>  
> Thank you for this consideration. Please call me if you have any  
> , questions.  
> Susan

## **The General Plan Should Be Shaped by the Public's Vision – Not by the Council's Premature Approval of Development Plans**

The City of Lodi's current 1991 General Plan involved a mammoth public process, which began in April 1987 and was completed with its adoption in May 1991. The Council is just beginning the process for a new 20 to 30-year General Plan. We just approved a Request for Proposal to obtain a consultant to step us through the plan. However, the City Council will be asked tonight to give its blessing to a project which lies outside the current General Plan area, prior to the extensive General Plan review process, and without regard to the comprehensiveness (city's entire planning area) required by **law** of a General Plan.

The 1991 Lodi General Plan process began 20-years ago with a series of opinion surveys and interviews to gather community input on growth issues and concerns. In January 1988 a detailed background report was prepared describing and assessing existing conditions, constraints and opportunities for development in Lodi. In March 1988 an evaluation was made of the City's 20-year land needs (1987-2007) based on Lodi's 2% Growth Management Program. In January 1989 an Options Assessment Report was released, which evaluated three land use options for their impacts on land use, housing, population, employment, public services and transportation. In March 1989 the three options were submitted to the Lodi Planning Commission and the City Council for their preferred land use recommendation. A draft of the policy was released for public review in December 1989, followed by eight public workshops. Eight more joint general plan/environmental impact report hearings were held between August 1990 and November 1990 to receive public testimony. Prior to final adoption, public hearings were held in April and May 1991. It was a four-year public process resulting in a General Plan, which has guided the City of Lodi well for the last 18 years.

The project facing the City Council tonight involves property located outside the City's 20-year General Plan and the proposed use is inconsistent with the current Lodi General Plan. The proposal will add 220 acres to the City including up to 1,500 new homes/apartments, the Blue Shield two-story 160,000-360,000 **sq.** ft. office complex adjacent to the proposed greenbelt and two commercial buildings larger than the size of Wal-Mart (100,000 & 150,000 **sq.** ft.).

We should all be concerned with the proposed approval process for such a major project. It is important for Lodians to direct the future of the City of Lodi with a new "comprehensive" General Plan encompassing the public's vision – not a vision compromised by precedent setting piecemeal development by the City Council.

A General Plan expresses current policies that will shape the future. It should challenge and inspire us with a vision of what might be – not of what has already received a stamp of approval. The General Plan is a guide for decision-making by the Council; premature decision-making, however well intentioned, by the Council should not direct the General Plan.

K-4

**Susan Blackston**

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**From:** Susan Blackston  
**Sent:** Wednesday, January 18, 2006 8:52 AM  
**To:** 'edward allum'  
**Cc:** City Council; Blair King; Steve Schwabauer; Randy Hatch  
**Subject:** RE: Blue Shield Agreement

Dear Edward L. Allum:

This reply is to confirm that your message was received by the City Clerk's Office and each member of the City Council. In addition, by copy of this e-mail, we have forwarded your message to the following departments for informational purposes: 1) City Manager, 2) City Attorney, and 3) Community Development.

Thank you for expressing your views

/s/ Susan J. Blackston, City Clerk

-----Original Message-----

**From:** edward allum [mailto:edallum@sbcglohal.net]  
**Sent:** Wednesday, January 18, 2006 8:44 AM  
**To:** Susan Blackston; Susan Hitchcock; Bob Johnson; JoAnne Mounce; John Beckman; Larry Hansen  
**Subject:** Slue Shield Agreement

Dear Council Yembers

I am writing to you in support of the Blue Shield Agreement, and request that you do everything possible to, not only keep Blue Shield in Lodi, But approve the agreement for expansion. We all know that in general the payroll that is generated by Blue Shield has an economic trickle down effect of apx 10 times. Lodi needs this revenue source. Lodi needs to retain this type of industry, It is Clean, Professional, and a asset to the community. We know that Blue Shield is going to build! why give this opportunity to another city. It only makes since to support this agreement in every way possible. Thank you for your consideration, and support in this project,

Respectfully

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